



ERIN E. JONES | PARTNER
602 Sawyer St. Suite 400, Houston, TX 77007
Main: 832-529-1999 | Direct: 832-529-1582
erin@jonesmurray.com

June 14, 2023

Via Electronic Mail

Christopher Murray, Chapter 7 Trustee
602 Sawyer Street, Suite 400
Houston, Texas 77007
chris@jonesmurray.com

**Re: Engagement Agreement to Serve as General Bankruptcy Co-Counsel to
Chapter 7 Trustee for the Alexander E. Jones Bankruptcy Estate**

Dear Mr. Murray,

Thank you for engaging Jones Murray LLP (“Jones Murray” or “Firm”) to represent you in your capacity as the chapter 7 trustee (“Trustee”) for the bankruptcy estate (“Estate”) of Alexander E. Jones, Case No. 22-33553 (“Jones Bankruptcy”), currently pending in the United States Bankruptcy Court for the Southern District of Texas (“Court”). This letter sets out the proposed terms of our retention as legal counsel. Please review carefully and sign at the bottom to confirm our agreement.

Court Approval Required. This engagement is subject in all respects to Court approval and authorization. Any compensation and reimbursement of expenses is subject to fee application and Court approval under 11 U.S.C. §§330 and 331.

Scope of Engagement. Jones Murray will serve as general bankruptcy co-counsel to you as Trustee for the Estate, effective as of June 14, 2024. We anticipate this will include representation of the Trustee, as requested, in matters relating to the administration of the Estate, including but not limited to, contested matters and adversary proceedings in the Jones Bankruptcy, matters retained by the Court in Case No. 22-60043 (*In re Free Speech Systems LLC*) (“FSS Bankruptcy”), matters pending in other federal or state courts. Jones Murray will represent the Trustee in matters relating to the administration of the Estate as you deem appropriate and under your supervision and direction. Where possible, the Firm will make all reasonable efforts to avoid duplication of work or services performed by other professionals employed by you in these matters. The Firm is not acting as general counsel for purposes of providing specialized tax advice, but the Firm may represent the Trustee, as needed, with respect to tax claims asserted against the Estate or its property in connection with the Jones Bankruptcy and/or the FSS Bankruptcy. Nothing herein prevents the Trustee from hiring separate or special counsel to represent him in any tax matter, as the Trustee deems appropriate.

Legal Fees, Costs, and Invoicing. Jones Murray charges by the hour for our services unless otherwise agreed. I will be the primary lawyer and attorney responsible for this matter. My rate for this matter is \$750 per hour. Jacqueline Q. Chiba will also provide services as an attorney at the rate of \$495 per hour. You may also provide legal services to the Estate in your capacity as an attorney and a partner at Jones Murray at a rate of \$750 per hour.

Christopher Murray, Chapter 7 Trustee

June 14, 2024

Page 2 of 3

Jones Murray's paralegals may provide services at an hourly rate between \$95 and \$200 per hour depending on experience. While I do not anticipate that any other attorneys or paraprofessionals will be staffed to this matter, Jones Murray may need to call on such personnel from time to time to properly represent you in this matter.

Jones Murray will not, however, invoice the Estate for your work performed in your capacity as Trustee and for services traditionally rendered by a trustee. We will provide informational invoices, usually monthly, for any fees and expenses incurred on your behalf.

Jones Murray reviews and updates its hourly rates from time to time, typically on an annual basis. The Firm will seek Court approval of any rate changes in this case.

Termination of the Engagement. Termination is subject to Court approval. You may seek termination at any time. We may also seek termination, subject to reasonable notice under the circumstances. Circumstances may arise that will require us to seek to withdraw from representation under the Texas Disciplinary Rules of Professional Conduct or other applicable standards.

Cost Estimates. I am happy to provide cost estimates at your request. Please note, however, that given the nature of legal representation, it is not possible to predict such costs precisely.

Conflicts of Interest and Connections. There are no known conflicts of interest between Jones Murray and the Trustee with regard to this matter. Therefore, Jones Murray has no disqualifying conflicts or connections that would prohibit employment as your counsel in this matter under 11 U.S.C. §327. Any known or discovered connections that must be disclosed pursuant to Federal Bankruptcy Rule 2014 have been disclosed in the Declaration of Erin E. Jones. Jones Murray is disinterested within the meaning of the Bankruptcy Code.

Jones Murray and its attorneys have not discovered any connections that would disqualify it to represent you in this matter or that would be adverse to you or the Estate. In representing you, in your capacity as Trustee, we recognize that we may be disqualified from representing any client in any matter related to our representation of you in this matter. We also recognize that we may be disqualified from representing any other client in any matter in which confidential information concerning this matter was shared or made available to us during our representation of you in this matter, if such information is material or relevant to another matter or in which use or knowledge of such information could be adverse to the Estate's interest.

No Guaranty of Results. As is true with all legal services, we cannot and do not guarantee the results of our representation. We make no express warranties concerning any matter in which we represent you, and we disclaim any implied warranties.

Confidentiality. The Firm is committed to maintaining the confidentiality of the information we receive from you in the course of this engagement, except as otherwise agreed or required by law. We retain records relating to the professional services we provide to assist our clients with their professional needs and, in some cases, to comply with professional guidelines.

Christopher Murray, Chapter 7 Trustee

June 14, 2024

Page 3 of 3

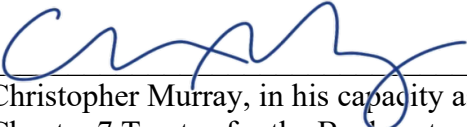
To guard your nonpublic information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards. At the end of our representation, please let us know if you need any documents from our files. We will retain documents for five years and then destroy them in accordance with our record-retention policy then in effect or as otherwise instructed by you or ordered by the Court.

Thank you for the opportunity to represent you as Trustee in this matter. Please confirm your agreement to the terms of representation, effective June 14, 2024, by countersigning below and returning a copy to me.

JONES MURRAY LLP

By: /s/ Erin E. Jones
Erin E. Jones, Partner

ACCEPTED AND AGREED:

By: 
Christopher Murray, in his capacity as
Chapter 7 Trustee for the Bankruptcy Estate of
Alexander E. Jones, Case No. 22-33553

Required Notice: “The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar’s Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 toll-free for more information.”